

HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC., a Delaware corporation,
Plaintiff,
v.
KUNAL BANSAL, an individual, d/b/a
LAVICHEATS.COM,
Defendant.

Case No. 2:21-cv-1111-TL

DECLARATION OF JAMES BARKER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
DEFAULT JUDGMENT AGAINST
DEFENDANT KUNAL BANSAL

NOTE ON MOTION CALENDAR:
February 17, 2023

I, James Barker, declare and state as follows:

1. I am the Deputy General Counsel of Plaintiff Bungie, Inc. I am over 18 years of age. This Declaration is based upon personal knowledge and review of corporate documents and information, and if called as a witness, I could and would testify competently to the information contained herein.

2. I have supervised Bungie's litigation against anti-cheat circumvention software since 2020. I have attended every deposition, interview, or other proceeding involving Bungie and traffickers in circumvention technology, and have become familiar with Bungie's game security measures, the features common to circumvention products, and the features at issue in the present case against Defendant Kunal Bansal. I am also familiar with Bungie's business model, the initiatives the company is engaged in, and the *Destiny 2* software at a high level, including its anti-cheat measures.

3. I am also a prodigious player of *Destiny 2*, with more than 1,700 hours logged.

Bungie's *Destiny 2*

4. Bungie is the developer and publisher of *Destiny 2*, a first-person, massively-multiplayer online ("MMO") game played by more than 30 million people around the world.

5. Bungie released *Destiny 2* on September 6, 2017 for consoles (Sony PlayStation 4 and Microsoft Xbox One) and for Windows computers on October 24, 2017. Since its release, Bungie has developed and released multiple expansions or content add-ons for *Destiny 2* that offer players new quests, game modes, weapons and gear, and other modifications of or enhancements to *Destiny 2*'s core gameplay.

6. *Destiny 2* users interact with one another and the environment, impacting each other's gameplay with their own actions. This interaction takes place in a wide range of game activities, including "PvP" or player-versus-player mode and "PvE" or player-versus-environment mode. Users interact with one another in both modes, working cooperatively in PvE mode to complete missions and both cooperatively and competitively in PvP modes. These interactions between users are a critical component of *Destiny 2*.

7. *Destiny 2*'s PvP matches are highly competitive and involve rare and highly-sought after "loot," including weapons and armor that impact a player's progression, as well as rewards and cosmetic options that permit players to show off their success to other players. For many players, PvP gameplay is a critical part of their *Destiny 2* experience because it provides these opportunities to build up their characters and earn accolades for competitive achievement.

8. PvE activities also require skill and coordination among players to complete in order to obtain more powerful or sought-after gear, rewards, and weapons, which in turn affect players' progression and prestige and other aspects of the gameplay experience.

Bungie's Intellectual Property Rights in *Destiny 2*

9. Bungie registers a number of copyrights in *Destiny 2* and its major expansions, including to the software and audiovisual components. Bungie has the sole right, title, and interest in *Destiny 2* and its expansions.

1 10. Attached hereto as **Exhibit 1** are true and correct copies of the copyright
2 registration certificates for *Destiny 2*, both as a literary work (as to the code) (Registration
3 No. TX 8-933-655) and as an audiovisual work (Registration No. PA 2-282-670).

4 11. Attached hereto as **Exhibit 2** are true and correct copies of the copyright
5 registration certificates for *Destiny 2: Beyond Light*, both as a literary work (as to the code)
6 (Registration No. TX 8-933-658) and as an audiovisual work (Registration No. PA 2-280-030).

7 12. Bungie is also the owner of numerous trademarks associated with the *Destiny*
8 franchise, including but not limited to the following marks: DESTINY; DESTINY & design
9 (subject of U.S. Registration No. 4,321, 315); DESTINY 2; DESTINY 2: LIGHTFALL (subject
10 of U.S. Application Serial No. 88/955,399); DESTINY 2: THE WITCH QUEEN (subject of U.S.
11 Application Serial No. 88/955,395); DESTINY 2: BEYOND LIGHT (subject of U.S.
12 Application Serial No. 88/955,392); DESTINY GUARDIANS (subject of U.S. Application
13 Serial No. 90/738,891); and DESTINY 2: THE FINAL SHAPE (subject of U.S. Application
14 Serial No. 90/899,333 (collectively, the “Destiny Marks”). Attached hereto as **Exhibit 3** are true
15 and correct copies of the registration and application data for the aforementioned registration and
16 applications.

17 **Bungie’s Limited Software License Agreement for *Destiny 2***

18 13. In order to access, download, or play *Destiny 2*, players must expressly agree to
19 Bungie’s Limited Software License Agreement (“SLA”). Players must also agree to the SLA
20 when they attempt to log in from a new account and every time the software undergoes a major
21 patch or when there is a revision to the SLA. It is impossible to play *Destiny 2* without indicating
22 agreement to the SLA. Attached hereto as **Exhibit 4** is a true and correct copy of the SLA that
23 was in effect at the times relevant to this case.

24 14. The entire SLA is displayed to users at the time they install *Destiny 2*. If a user
25 refuses to consent to the SLA, the installation stops and the program closes.

26 15. *Destiny 2* is made available exclusively through Bungie’s proprietary servers and
27 matching systems. Access to the servers also requires agreement to the SLA. Therefore, a user

1 may not lawfully obtain access to or play *Destiny 2* without expressly agreeing to the SLA.

2 16. Bungie's SLA includes a limited license agreement between Bungie and its users,
 3 under which users are licensed to install and use one copy of *Destiny 2* for non-commercial
 4 purposes. This limited license is subject to a number of express conditions, including, as most
 5 relevant here, the user's agreement not to: (a) "exploit [*Destiny 2*] or any of its parts
 6 commercially;" (b) "copy, reproduce, distribute, display or use any part of [*Destiny 2*] except as
 7 expressly authorized by Bungie herein;" (c) "hack or modify [*Destiny 2*], or create, develop,
 8 modify, distribute, or use any unauthorized software programs to gain advantage in any online or
 9 multiplayer game modes;" and (d) "receive or provide 'boosting services,' to advance progress
 10 or achieve results that are not solely based on the account holder's gameplay." (See Exhibit 4.)
 11 The SLA expressly warns that any use of *Destiny 2* in violation of the conditions results in
 12 immediate termination of the limited license, and that any further use of *Destiny 2* will constitute
 13 an infringement of Bungie's copyrights in *Destiny 2*.

14 **Cheaters, Cheat Software, and Bungie's Anti-Cheat Technologies**

15 17. Achieving the rewards and accolades in *Destiny 2* requires substantial time and
 16 commitment, and most players enjoy seeing their commitment pay off as they climb the skill
 17 curve. They, and we as a company, expect others to also play fairly and honestly. Some users of
 18 cheat software want to gain these rewards or "flex" on legitimate players without putting in the
 19 honest effort that is required for achievement. Other uses of cheat software are tied to "account
 20 recovery" and "boosting" services, in which players use cheat software to rapidly complete in-
 21 game activities, including aspirational PvP and PvE content, on the accounts of other players
 22 who would pay to have in-game "loot" or accolades, effectively paying a "booster" to play the
 23 game repetitively for them.

24 18. Cheat software permits and facilitates unskilled and unethical players to gain an
 25 unfair advantage in shared-world MMO games, in which millions of users around the world play
 26 with and compete against each other for bragging rights and in-game rewards. Around
 27 September 2021, shortly after this lawsuit was filed and after Bungie began to employ

1 “BattlEye” anti-cheat software in connection with *Destiny 2* (in addition to Bungie’s in-house
2 tools), we observed a rapid and several-fold increase in the advertised price of tracked boosting
3 services. This correlation strongly suggests that cheat software is a practical necessity for that
4 parasitic industry to function efficiently.

5 19. Similar to most, if not all, major MMO games, *Destiny 2* is comprised of many
6 elements, some of which are contained on Bungie’s servers and some of which are part of the
7 *Destiny 2* game software client. Both components – the game software client and the game
8 servers – are integral to the operation of the game.

9 20. The game software client – which is made available to players for the sole
10 purpose of playing *Destiny 2* in compliance with the SLA – is installed on the player’s computer.
11 The software client functions to connect the player’s computer to the *Destiny 2* servers and to
12 other players’ computers to allow users to play the game together in the shared world. The
13 software client loads into memory and stores important data, including the player’s character’s
14 position and facing, health and shields, and ammunition. The data are communicated to the
15 *Destiny 2* servers and change based on the data sent back from the server.

16 21. High-value game data, such as a character’s position, health, shield, and
17 ammunition, are protected from exposure or manipulation using obfuscation and encryption. For
18 example, data about a character’s positioning and facing is obfuscated in memory so that it can
19 only be accessed by the *Destiny 2* process during gameplay; and information sent to and from
20 players’ computers to Bungie’s servers is encrypted. Only the *Destiny 2* process is authorized to
21 access such data, and technological protections are embedded in the game software client that are
22 intended to prevent access to the game data and the injection or attachment of foreign processes
23 into *Destiny 2*. Additionally, specific categories of game data are protected because of their
24 relevance to those who would abuse access in order to cheat.

25 22. These protections are critical because, as described more below, *Destiny 2* is a
26 “free-to-play” game in that Bungie does not sell the base game. Players can thus freely download
27 the base game on their computers, PlayStation consoles, and other game systems and play it for

1 free indefinitely (subject to the SLA). Being “free-to-play” also means that developers of
2 circumvention software face only Bungie’s technological and legal hurdles in accessing the base
3 game (as opposed to financial hurdles), which they must do to reverse engineer *Destiny 2*.

4 23. The game software client in turn must connect to a remote server – the Bungie
5 servers – in order to play *Destiny 2*. The game server runs software that connects players to one
6 another and generates the dynamic virtual world. The game server must rapidly receive and
7 transmit a vast amount of data among the players, and that data is used by the game software
8 client to make changes on the player’s computer screen.

9 24. Bungie employs various anti-cheat technologies and measures to detect and block
10 the use of cheat software to protect the integrity of *Destiny 2*. As Deputy General Counsel, I am
11 involved in these efforts. Our efforts to address cheating take many forms, some of which
12 operate at the level of the individual player, and others of which operate at a broader scale.

13 25. [REDACTED]
14 [REDACTED]
15 [REDACTED] Bungie has also developed a
16 number of internal tools and techniques that it uses to make it difficult to develop cheat software.
17 [REDACTED]
18 [REDACTED]

19 26. Bungie has invested substantial time, effort, and resources in developing a wide
20 range of technological tools for preventing and detecting cheating. For example, [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 27. Bungie also contracts with third parties – at considerable expense – for the use of
6 anti-cheat technologies that automatically detect cheating. However, like Bungie’s own
7 technological measures, these third-party technologies require continuous and costly
8 development and modification to respond to cheat makers’ ongoing efforts to evade protection
9 measures, which costs are then passed on to Bungie.

10 28. Bungie also enables players who suspect other players of cheating to file reports
11 through multiple channels, allowing Bungie to analyze gameplay records to ban cheat users and
12 detect signatures of cheat software that permit Bungie to improve its technological detection and
13 protection measures.

14 29. If Bungie detects or learns of the presence of cheat software, the player may be
15 denied access to *Destiny 2*’s multiplayer servers and/or reported to Bungie for disciplinary
16 action. In such instances, the player’s account may be suspended or banned and the player may
17 no longer access *Destiny 2* or Bungie’s game servers. These bans are implemented and enforced
18 by computer programs and control access to *Destiny 2*.

19 30. Bungie may also implement a “Hardware ID” (“HWID”) ban against a player
20 using cheat software. To implement a HWID ban, Bungie obtains configuration data from the
21 player’s computer sufficient to uniquely identify the computer, and denies subsequent access to
22 the game by players using that computer. A HWID ban detects and prevents banned players from
23 obtaining access to *Destiny 2* merely by creating a new account using a different email address or
24 using another player’s account from the same computer.

25 31. Because Bungie’s technological measures are intended to protect *Destiny 2* from
26 unauthorized access or manipulation, including detecting when players are running cheat
27 software, such software like Defendant’s cheat software for *Destiny 2* is specifically designed to

1 evade or circumvent detection by these technological measures. The cheat may accomplish such
 2 avoidance or circumvention by concealing or encrypting itself or by disabling Bungie's
 3 technological measures.

4 32. Combatting the use of cheats, hacks, and similar malicious software or activities
 5 in connection with *Destiny 2* is an ongoing battle. Developers and distributors of cheat software,
 6 like Defendant, are continuously modifying the cheats or hacks in order to avoid detection by
 7 Bungie's technological measures. That, in turn, requires Bungie to continuously expend
 8 significant time and resources improving and expanding its technological measures to protect the
 9 gameplay experience for legitimate players in an unending arms race.

10 **Kunal Bansal, aka "Lavi," and Lavicheats for *Destiny 2***

11 33. Defendant Kunal Bansal, who is believed to be a resident of India and uses the
 12 alias "Lavi," generates revenue through the sale and distribution of cheat software for a wide
 13 range of well-known video games, including Bungie's *Destiny 2* game.

14 34. At the time of Bungie's initial investigation and the filing of this lawsuit, Bansal
 15 promoted, sold, distributed, and trafficked in cheat software for *Destiny 2* (the "Cheat Software")
 16 through the website he owned, operated, and/or administered located at <lavicheats.com> (the
 17 "Lavicheats Website").

18 35. Until sometime after this lawsuit was filed and Bansal was served with and
 19 received notice of the Complaint in this action, Bansal offered for sale on the Lavicheats Website
 20 two versions of the Cheat Software for *Destiny 2* – the "Delta" cheat (also known as the x22
 21 cheat) and the "Premium" cheat (also known as the Ring-1 cheat). Each version of the Cheat
 22 Software for *Destiny 2* offered different price points depending on the length of the license for
 23 the software. For example, the "Destiny Delta" cheat sold for \$9.99 for a day license or \$129 for
 24 a month. The "Destiny Premium" or Ring-1 cheat was offered at a number of price points,
 25 including "Destiny 2 – 1Day" for \$19.90, "Destiny 2 – 1Week" for \$54, "Destiny 2 – 1Month"
 26 for \$139, "Destiny 2 Pro-Week" for \$129, and "Destiny 2 Pro-Month" for \$249. (See
 27 Declaration of Stacia N. Lay in Support of Plaintiff's Motion for Default Judgment ¶ 3, Ex. 1.)

1 36. Bansal promoted the Cheat Software for *Destiny 2* using the Destiny Marks and
2 copyrighted imagery from *Destiny 2*.

3 37. After receiving notice of this lawsuit, Bansal stated on the Lavicheats Website
4 that he had stopped offering for sale and selling the Cheat Software for *Destiny 2*. However, as
5 part of that notice, he recommended that customers instead purchase *Destiny 2* cheat software
6 from another website located at <cobracheats.com>. Based on Bungie’s follow up investigation,
7 it appears that Bansal owned, operated, and/or administered the Cobracheats website as well.
8 (See Lay Decl. ¶¶ 8-9, Exs. 6, 7; Declaration of Steven Guris in Support of Plaintiff’s Motion for
9 Default Judgment ¶¶ 14-18, Exs. 3, 4.) Therefore, despite Bansal’s statement that he has ceased
10 selling the Cheat Software for *Destiny 2* through the Lavicheats Website, the evidence suggests
11 that he simply moved his operation to other websites and will continue to engage in his illegal
12 exploitation of Bungie’s intellectual property.

13 38. The Cheat Software for *Destiny 2* sold and distributed by Bansal [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED] Although the list of
17 features depends on the version of Defendant’s Cheat Software that a user purchases (*i.e.*, Delta
18 or Premium), the Cheat Software generally includes an “aimbot” feature set, an “ESP” or “extra-
19 sensory perception” feature, and the ability to toggle several game-breaking advantages.

20 39. An “aimbot” allows the cheat user to press a button to automatically target
21 opponents in-game without having to aim, allowing the cheater to make even the most difficult
22 shots with little or no skill. The ESP feature set annotates and modifies Bungie’s copyrighted
23 audiovisual displays in *Destiny 2* with overlays that allow cheat users to see information about
24 their opponents that is normally not visible, and shows their location anywhere in the virtual
25 world, even if they would normally be obscured by walls or other sight-obscuring objects or
26 terrain.

27 40. Some of the other game-breaking features that Defendant’s Cheat Software for

1 *Destiny 2* provides include artificial enhancements such as unlimited ammunition, the ability to
2 skip cooldowns to instantaneously “respawn” (*i.e.*, re-enter live play after defeat), the ability to
3 shorten cooldowns on player character abilities, the ability to fire faster and with less recoil than
4 non-cheating opponents, and more.

5 41. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 42. These features are absolutely not available to honest players in *Destiny 2* as part
12 of normal gameplay (*e.g.*, as designed by Bungie).

13 43. In addition to altering play for those purchasing and using Defendant’s Cheat
14 Software, these features alter *Destiny 2* by adding visual overlays and other graphics that do not
15 exist in *Destiny 2*. As a result, the Cheat Software alters the visual display of the game for the
16 cheaters as well as the game experience for honest players. For example, a player whose
17 opponent can see his location through a wall (due to the visual overlays added by the Cheat
18 Software), then shoot him without effort when he appears, experiences an altered and unfair
19 version of the game. Based on my understanding of the *Destiny 2* software client and the attack
20 vector used by the cheat software, all of the Cheat Software’s modifications to *Destiny 2* are
21 created by instructions fixed within the software code for the cheats themselves, and the cheats
22 exist in a concrete form that substantially incorporates Bungie’s protected expression.

23 44. Attached hereto as **Exhibit 5** are true and correct screenshots of *Destiny 2*
24 gameplay while using Defendant’s Cheat Software that show just a few examples of the overlays
25 and graphic elements, including menus for the cheat, that are added to *Destiny 2* by the Cheat
26 Software.

27 45. Bansal also used promotional videos on the Lavicheats Website – with

1 “Lavicheats” branding – documenting how the Cheat Software enables customers to modify the
 2 *Destiny 2* gameplay. An example of a promotional video – which also incorporates Bungie’s
 3 copyrighted works – can be found on the Internet Archive Wayback Machine at the following
 4 link: web.archive.org/web/20210618015812/lavicheats.com/destiny-2-hacks-cheats-aimbot-esp/
 5 (last visited February 10, 2023).

6 46. As part of my job, I work closely with members of our Game Security and
 7 Community teams, which track user feedback and experience from many sources. As legitimate
 8 players of *Destiny 2* have commented, *Destiny 2* “is a good game but not when playing against
 9 cheaters” and that cheaters “ruin the game.” True and correct copies of illustrative online
 10 comments about cheating in *Destiny 2* and the impact it has on users’ desire to play the game are
 11 attached hereto as **Exhibit 6**. This frustration, and the public expressions of it, damage Bungie’s
 12 reputation and impair its ability to keep players engaged when that continued engagement is
 13 critical to Bungie’s business model for *Destiny 2*.

14 **Harm to Bungie**

15 47. Protecting the integrity of the gameplay experience, in addition to protecting the
 16 *Destiny 2* copyrighted works from unauthorized access, copying, modification, and
 17 manipulation, is critical to Bungie’s business model.

18 48. The base *Destiny 2* game, like many of the current MMO games, is “free-to-
 19 play”; Bungie does not sell the base game, which users can freely download on PC, PlayStation,
 20 and other game systems and play for free indefinitely (subject to Bungie’s SLA).

21 49. As a free-to-play game, *Destiny 2* has a broader onramp for new players but is
 22 also more vulnerable to attacks on the game’s integrity. Bungie’s income from *Destiny 2* relies
 23 heavily on long-tail player satisfaction in the form of sales of expansions and packs of content
 24 (which add story missions and campaigns, new weapons and other items, and a wide variety of
 25 cosmetic and aesthetic enhancements), season passes, and the premium currency “silver” which
 26 can be redeemed for in-game cosmetic content (*i.e.*, content that does not affect gameplay) that
 27 players can choose to purchase if they enjoy their game experience. Bungie goes to great effort

1 (and expense) to provide players with the best gaming experience we can, both because Bungie
2 only generates revenue when our players are happy and because we, as gamers ourselves, want
3 to produce a great game. The more entertaining a game is to play, the more likely players will
4 want to invest in additional content to enhance their gaming experience. Like many Bungie
5 employees, I am a *Destiny 2* player because I enjoy playing the game.

6 50. As part of Bungie’s goal of providing its players with a fun, interesting, and
7 challenging game experience, we frequently release new content for *Destiny 2*, expanding the
8 story of the game and the universe in which the game is set. Bungie invests substantial resources
9 in developing this new content, some of which is integrated into the free-to-play base game and
10 some of which are part of paid expansions. Since its launch in 2017, *Destiny 2* has had a number
11 of major paid expansions including *Destiny 2: Forsaken*, *Destiny 2: Shadowkeep*, *Destiny 2:*
12 *Beyond Light*, and *Destiny 2: The Witch Queen*. The latest expansion, *Destiny 2: Lightfall*, will
13 be released on February 28, 2023. Bungie also releases new “seasonal” content, to which users
14 can purchase access, several times a year.

15 51. Additionally, for many *Destiny 2* players, PvP gameplay is a critical component
16 of their gaming experience. One of the reasons that PvP is important to many players is because
17 it provides opportunities for them to build up and gear their characters and earn accolades for
18 competitive achievement. For example, players who achieve uncommon success in the end-game
19 PvP mode “Trials of Osiris” can earn the coveted title “Flawless,” which they can display with
20 their character’s name so that other players see that they reached this in-game milestone. As a
21 result, Bungie invests significant resources in developing the PvP aspects of the game. Certain
22 in-game milestones also allow players the ability to acquire exclusive merchandise, such as our
23 “raid jackets,” which may be purchased only by players who complete our highest-level PvE
24 endgame content (“raids”) within a designated period of time after the raid is released.

25 52. By unfairly taking these unearned rewards for themselves, cheaters can prevent
26 honest players from receiving them, no matter how skilled those legitimate players might be.
27 Even a small number of cheaters have a disproportionately large, negative impact on honest

1 players. The aspirational endgame PvP content concentrates players with the highest apparent
2 skill, whether that skill is earned through practice or bought and applied in the form of cheat
3 software in violation of *Destiny 2*'s SLA. Users of cheat software attack not just the integrity of
4 the game as a whole, but directly attack the experiences of those players who are the most
5 personally invested in the *Destiny 2* community.

6 53. Given Bungie's business model, the existence of cheat software, which
7 manipulates, modifies, and exploits Bungie's *Destiny 2* copyrighted works, imperils the
8 continued success of *Destiny 2*. As an ongoing, evolving, narrative-driven live-service game,
9 *Destiny 2* requires continued reinvestment to remain profitable. Bungie does well when players
10 enjoy *Destiny 2* so much that they are willing to invest in expansions, cosmetic offerings, and
11 other paid content. When any live-service game becomes saturated with cheaters, or gains the
12 reputation of being so, honest players may find success impossible or devalued and rapidly
13 become disillusioned with the game, stop playing it, and move on to other activities. Moreover,
14 such players also stop discussing and promoting the game or, to the extent they do discuss it,
15 may comment negatively on their experience as a result of cheaters.

16 54. The reputational damage caused by cheating is difficult to mitigate. Moreover, it
17 is virtually impossible to fully quantify the business that Bungie loses as a result of this
18 reputational damage caused by cheat sellers like Defendant.

19 55. As a frequent *Destiny 2* player, I can viscerally understand the frustration of
20 encountering a cheat software user. Playing against someone who has access to infinite
21 ammunition, unfailing aim, and an ability to see through walls and other obstructions inevitably
22 turns any game into a frustrating and dispiriting experience. I have also witnessed a selection of
23 cheat software modes, including the eponymous "wallhack," which reveals to the cheat user the
24 location of players normally hidden from view; "aimbot," which causes the cheat user's weapon
25 to automatically "snap" to the critical point of an enemy combatant or player; and others. I
26 believe that any *Destiny 2* player using a selection of the most common cheat features would find
27 it trivial to win every engagement against a legitimate player, every time. To the extent a cheat

1 software user loses an engagement, it is undoubtedly done selectively and intentionally to avoid
2 suspicion and detection.

3 56. Bungie has been forced to expend significant resources to combat cheating
4 software, including Defendant's Cheat Software for *Destiny 2*. For example, it has been
5 necessary for Bungie to release more frequent security updates to the *Destiny 2* software in order
6 to re-obfuscate information and data structures that cheat designers have located and exploited.
7 We are also forced to continuously engage in development and modification of our own in-house
8 cheat detection efforts. And, Bungie has been forced to incur the substantial expense of licensing
9 several forms of anti-cheat software, including BattlEye, as well as necessary engineering costs
10 to integrate those tools with *Destiny 2*.

11 57. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 This, in turn, required Bungie to expend a substantial amount of time, attention, and money in
17 response.

18 58. Moreover, players using Defendant's Cheat Software have cost Bungie business
19 and diminished the *Destiny 2* player base, and have had an incalculable negative impact on
20 Bungie's reputation. Although it is impossible to quantify with precision the damage that is
21 caused by each cheater, Bungie expended a minimum of \$2,000,000 on game security staffing
22 and software during the time that Defendant offered his *Destiny 2* cheats. And that figure does
23 not address the reputational harm and damage to goodwill that Bungie has suffered as a result of
24 Defendant's actions.

25 59. During the period in which Defendant sold his Cheat Software on the Lavicheats
26 Website, Bungie became aware of three major providers of cheat software: Ring-1 (which
27 Defendant resold as the "Premium" Cheat Software for *Destiny 2*); AimJunkies; and Wallhax.

1 Each of these cheats functions differently, requiring Bungie to combat each of them
2 independently. The more complex and distinct the cheat is, the more expensive it is to combat
3 both in terms of money and time.

4 60. As of the date of this Declaration, Bungie has also incurred a total of \$241,703.34
5 in attorneys' fees and costs, including the expert fees of Unit 221B, in connection with this
6 lawsuit.

7 I declare under penalty of perjury under the laws of the United States that the foregoing is
8 true and correct to the best of my knowledge.

9 Executed this 17th day of February, 2023, at Seattle, Washington.

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11 
12 JAMES BARKER
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